



PROSPERITY BANK[®]

TREASURY MANAGEMENT SERVICES

BILL PAYMENT SERVICE TERMS

These Bill Payment Service Terms (the “**Service Terms**”) set forth the terms under which Customer can authorize Prosperity to remit funds from Customer’s Account to make bill payments as described below (the “**Bill Pay Service**” or “**Service**”) through the Internet Banking Services. The Service is subject to the Treasury Management Services Master Agreement (the “**Master Agreement**”) between Prosperity and Customer, which, along with all other agreements incorporated into the Master Agreement, is incorporated herein by reference (the Master Agreement together with these Service Terms are referred to herein as the “**Agreement**”), and all Applicable Laws. Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

1. DEFINITIONS.

“**Biller**” is the person or entity to which Customer wishes a Bill Payment to be directed or is the person or entity from which Customer receives electronic bills, as the case may be.

“**Due Date**” is the date reflected on Customer’s Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

“**Scheduled Payment**” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

“**Scheduled Payment Date**” is the day you want your Biller to receive your payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

2. BILL PAYMENTS, PROCESSING.

(a) Scheduling Payments. Customer can use the Service to schedule a one-time payment or automatic recurring payments to its Billers. Each Biller must be an eligible business, merchant or professional with a valid United States address; Prosperity reserves the right to refuse any Biller in its sole discretion. Customer must provide the correct information for the Biller, including their name, address, payment amount, and such other information as is required to schedule a payment through the Service (“**Payment Instructions**”). When Customer submits Payment Instructions, Customer authorizes Prosperity to debit its designated Account and remit funds on Customer’s behalf to the Biller in accordance with the Payment Instructions. Prosperity is not liable for any Losses resulting from any errors in Customer’s Payment Instructions. It is Customer’s responsibility to schedule payments in such a manner that the Biller receives the payment no later than the Due Date. Payments can only be processed on Business Days. If the Due Date falls on a non-Business Day, the Scheduled Payment Date should be at least one (1) Business Day before the Due Date.

(b) Processing Payments. Prosperity will use commercially reasonable efforts to make payments in accordance with Customer's Payment Instructions. Prosperity reserves the right to select the payment method used to remit funds on Customer's behalf to the Biller. This may include, but is not limited to, payment by check, ACH debit, or draft drawn against Customer's Account. In order to process payments more efficiently and effectively, Prosperity may edit or alter payment data or data formats in accordance with Biller directives. Customer's Account must contain sufficient funds to make the payment on the date it is processed. Depending on the method of payment, the Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, and the draft arrives earlier than the Scheduled Payment Date and the Biller immediately deposits the draft, Customer's Account may be debited earlier than the Scheduled Payment Date.

(c) Canceling Payments. Customer may cancel or change any Scheduled Payment without charge before it has begun processing. Once a payment has begun processing, Customer cannot cancel or change it unless Customer makes a timely stop payment request and Prosperity is able to act on that request before the payment has been processed. Although Prosperity will attempt to accommodate Customer's stop payment request, Prosperity will have no liability for failing to do so. If Customer desires to stop any payment that has already begun processing, Customer must contact Prosperity by: (i) calling Treasury Support at (855) 888-2242, or (ii) sending a message to Prosperity through the messages feature within the Internet Banking Service. Prosperity may also require Customer to put the stop payment request in writing and provide it to Prosperity within fourteen (14) calendar days following the initial contact. Prosperity will charge Customer a fee for stop payment orders as provided in the applicable fee schedule for the Account.

(d) Exception Payments. Customer agrees not to send any of the following types of payments through the Service ("**Exception Payments**"): (i) payments that violate Applicable Law; (ii) payments to any person or entity located outside the United States; (iii) payments related to any type of gambling or gaming; (iv) payments associated with the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing; (v) payments for credit repair or debt settlement services; (vi) tax payments or court ordered payments; (vii) payments associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; or (viii) payments related to tobacco products; prescription drugs and devices; narcotics, steroids, controlled substances or other products that present a risk to consumer safety; drug paraphernalia; ammunition, firearms, or firearm parts or related accessories; weapons or knives regulated under Applicable Law. Any Exception Payments that Customer sends or attempts to send using the Service are at Customer's own risk. Prosperity will not be liable for any Losses resulting from Customer scheduling Exception Payments through the Service or Prosperity blocking, delaying, refusing or reversing any Exception Payments. Customer agrees that Prosperity has no obligation to research or resolve any claims resulting from Exception Payments being misapplied, misdirected or mis-posted.

(e) Liability Limits. Prosperity will not be liable to Customer for any Losses resulting from Prosperity's delay or failure to complete any payment in accordance with Customer's Payment Instructions due to: (i) incomplete or erroneous information provided by Customer; (ii) insufficient funds available in the designated Account to make the payment; (iii) the Service or the Internet Banking Services are not working properly and Customer knows or has been advised about the malfunction; (iv) the Biller cannot or will not accept a payment delivered by Prosperity; (v) the Biller delays crediting the payment to Customer's billing account; (vi) Prosperity suspects the payment is fraudulent or is an Exception Payment; (vii) Customer has previously reported, or Prosperity has a reasonable basis for believing, that unauthorized use of or access to Customer's Credentials or the Account has occurred or may be occurring; (viii) Prosperity suspects the Biller is a restricted or blocked entity under Applicable Law, including OFAC sanctions; or (ix) circumstances beyond Prosperity's control prevent or delay the proper execution of the payment, such as emergency conditions, power failure, outages or delays of any payment processing network or clearinghouse,

malfunction or failure of any equipment or communication lines or other force majeure event, including but not limited to payments delayed or lost in the mail by the United States Postal Service or other carrier. Provided none of the foregoing exceptions are applicable, if Prosperity makes a payment in an amount or to a Biller that does not comply with Customer's Payment Instructions, Prosperity will endeavor to return to Customer any funds improperly paid and resubmit the payment to the intended Biller if applicable.

(f) Service Guarantee. In the event a payment is delayed for reasons other than those described in the "Liability Limits" paragraph above, Prosperity will reimburse Customer for up to \$50 of any fees or charges imposed by the Biller as a result of the late payment (the "**Service Guarantee**"). The Service Guarantee does not apply with respect to Exception Payments, and it is conditioned on Customer scheduling the payment such that it should have been delivered to the Biller timely (i.e., taking into account the Due Date for the bill and the fact that payments are only processed on Business Days) and otherwise complying with these Service Terms.

3. ELECTRONIC BILL DELIVERY AND PRESENTMENT.

(a) Description. Customer may also be able to receive electronic bills ("**E-Bills**") from select Billers through the Service. Each Biller can choose whether or not to send E-Bills, which means that E-Bills may not be available from all of Customer's Billers. E-Bills are provided solely as a convenience; Customer remains responsible for making timely payments to its Billers and contacting its Billers if it does not receive a statement.

(b) Customer may request to receive E-Bills from its participating Billers, and some Billers may send E-Bills to Customer on a trial basis without Customer making such a request. Following Customer's request for E-Bills from a participating Biller, it may take up to sixty (60) days for Customer to receive the first E-Bill depending on the applicable Biller's billing cycle. When Customer elects to receive E-Bills from a particular Biller, Customer may be presented with terms from that Biller for Customer's acceptance. Prosperity is not a party to any such Biller terms and they do not form part of these Service Terms or the Agreement. Once Customer starts receiving E-Bills from a Biller, the Biller may stop sending Customer paper or other statements. If Customer wants to continue receiving paper statements, this request should be made to the Biller directly.

(c) Authorization to Share Information. Customer authorizes Prosperity to obtain bill data from its Billers on Customer's behalf. For some Billers, Customer will be asked to provide Prosperity with the username and password for Customer's account with that Biller. By providing Prosperity with such information, Customer authorizes Prosperity to use it to obtain Customer's bill data. Prosperity is unable to update or change Customer's contact information with its Billers, such as name, address, phone number and email address. Customer must contact the Biller directly to make any such changes. Customer authorizes Prosperity to provide to a Biller upon request, Customer's email address, service address, or other data specifically requested by the Biller.

(d) Delivery of E-Bills. Prosperity will attempt to notify Customer when new E-Bills are available for review within the Service; provided, that it is Customer's responsibility to periodically login to the Service and check on the delivery of new E-Bills. Prosperity is not responsible for the accuracy of E-Bills; any discrepancies or disputes regarding the accuracy of an E-Bill must be addressed with the Biller directly. Customer agrees to hold Prosperity harmless if a Biller fails to deliver an E-Bill or if Customer fails to receive an E-Bill or any other statement from a Biller. Customer must request copies of previously delivered bills from the Biller directly. Customer's use of E-Bills does not change its liability or the obligations that exist between Customer and its Billers. At all times, it is Customer's sole responsibility to keep its accounts with its Billers current.

(e) Cancellation of E-Bills. Each Biller has the ability to cancel E-Bills at any time. Customer may also cancel

E-Bills at any time for any or all of its Billers. The time frame for cancellation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Prosperity will notify Customer's Biller(s) if Customer elects to cancel E-Bills and it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. Prosperity is not responsible for presenting any E-Bills that are already in process at the time of cancellation.